

PENNSYLVANIA ENVIRONMENTAL COUNCIL ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I acknowledge that by signing this document, I am releasing the Pennsylvania Environmental Council (PEC) and their respective agents, employees, members, sponsors, promoters, partners, officers, directors and affiliates (collectively "Releasees") from liability. This release form is a contract with legal consequences. I have been advised to read it carefully before signing. PEC activities covered by this document include: biking, canoeing, kayaking, boating, rafting, trail maintenance, cleanups, and any other recreational or educational program offered by PEC.

Although PEC has taken reasonable steps to provide me with appropriate equipment and skilled staff for the activity for which I will participate, I acknowledge that the activity has risks, including certain risks which cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can cause loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that PEC does not want to frighten me or reduce my enthusiasm, but considers it is important for me to know in advance what to expect and to be informed of the activity's inherent risks. The following describes some, but not all, of those risks:

- PEC activities may occur in remote places, many miles from medical facilities. Communication and transportation can be difficult and sometimes evacuations and medical care may be significantly delayed.
- Equipment may fail or malfunction, despite reasonable maintenance and use.
- Travel is by vehicle, foot, canoe, kayak and other means, on water or over rugged unpredictable off-trail terrain, including boulder fields, downed timber, rivers, rapids, river crossings, snow and ice, steep slopes, and slippery rocks. Attendant risks include collision, falling, drowning and others usually associated with such travel, including environmental risks.
- Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes or predators, including large animals; falling and rolling rock; lightning, avalanches, flash floods and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, frostbite, sunburn, heatstroke, dehydration, and other mild or serious conditions.
- PEC activities are conducted indoors and outdoors. Physical activities include biking, paddling, walking and repetitive lifting.
- Decisions are made by the activity sponsors and participants usually in an outdoor setting, based on a variety of perception and evaluations which by their nature are imprecise and subject to reasonable errors in judgment. Misjudgments may pertain to, among other things, a student's or participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- PEC participants, including minors, will have unsupervised free time before, during and after their activity. Free time actions are not part of the PEC activity and are at the sole risk of the participants. PEC has no responsibility for such actions. PEC staff and volunteers may from time to time provide assistance or even accompany participants in these free time actions, but in doing so, they are acting as private individuals, and not for PEC.

I am aware that PEC activities include risks of my injury or death. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and in full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff and volunteers of PEC have been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I represent that I am fully capable of participating in the activity, without causing harm to others or myself. Therefore I, and my parent(s) or guardian if I am a minor, assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein, those inherent risks and dangers not specifically identified, and as a result of my negligence or otherwise wrongful

conduct in participating in these activities. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and the sponsors of this activity, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the activity will be held (the foregoing are also collectively deemed to be Releasees), **FROM ANY** and all rights and **CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the activity, or travel to or return from the activity.

I agree it is my sole responsibility to be familiar with the Releasees' rules, and any special regulations for the activity. I understand and agree that situations may arise during the activity which may be beyond the immediate control of PEC. I will follow the instruction and guidance of the activity leader(s). I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this activity, or would interfere with my ability to participate in this activity. *In addition, I hereby grant full permission to the activity leaders, PEC and their respective agents, boards, commissions, and any other involved parties of the foregoing to use photographs, videotapes, motion pictures, or any other record of this activity, including my name, likeness and/or voice for any legitimate purpose, including for advertising display, audiovisual presentations or otherwise.*

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

Name (print) _____

Street _____

City _____ **State** _____ **Zip** _____

Phone # (____) _____ - _____ **Email:** _____

Date of Birth: _____

Emergency contact: _____

Phone # _____

Signature of Participant: _____ **Today's date:** _____

Consent and Release of Parent or Guardian (Only to be filled out for children under the age of 18)

I am the parent or guardian of _____ (Child). My Child is fit for the PEC activity, and I consent to my Child's participation. In consideration of allowing my Child to participate, I consent to it and agree that **ALL OF ITS TERMS SHALL LIKewise BIND ME, MY CHILD**, my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in this activity, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the activity.

Initial Here _____

I HAVE READ AND I UNDERSTAND ALL OF THE PROVISIONS OF THIS DOCUMENT. I UNDERSTAND THAT PEC IS RELYING UPON MY SIGNATURE AND WOULD NOT PERMIT MY CHILD TO PARTICIPATE IN THE ACTIVITY IF I DID NOT SIGN THIS RELEASE, AND I AM SIGNING THIS RELEASE VOLUNTARILY AND WITHOUT ANY COERCION.

I permit the use of any photos, slides, or films of my Child taken during the day's activity for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my heirs, successors, assigns, administrators and executors.

In addition, PEC is authorized to obtain or provide emergency hospitalization, surgical or other medical care for my child.

This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

Name of parent or guardian (print):

Signature of parent or guardian:

Today's Date: _____